DIRECTORATE OF HEALTH SERVICES

STATE DRUG MANAGEMENT UNIT

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Tender Reference No. SDMU/2013-14/EQP/SRS/38

TENDER DOCUMENT FOR SUPPLY & INSTALLATION OF STEREOTACTIC RADIOSURGERY SYSTEM (GAMMA KNIFE)

ON A TURNKEY BASIS

DIRECTORATE OF HEALTH SERVICES
STATE DRUG MANAGEMENT UNIT
IN FRONT OF RAM MANDIR, CONVENT SQUARE, BHUBANESWAR -1

SECTION -I

NOTICE INVITING TENDER

Tender Reference No. : **SDMU SDMU/2013-14/EQP/SRS/38**

TENDERS ARE INVITED FROM ELIGIBLE **BIDDERS AS PER THE ELIGIBILITY CRITERIA FOR SUPPLY & INSTALLATION OF STEREOTACTIC RADIOSURGERY SYSTEM (GAMMA KINFE) ON A TURNKEY BASIS.**

1	Period of Availability of Tender Document	From 6.3.2014 **to 9.4.2014** Downloadable from website: http://203.193.146.66/hfw/SDMU/tender.html) In case of **any bid amendment and clarification**, responsibility lies with the bidders to collect the same from the above **mentioned website** before last date of submission of tender document and the tender inviting authority shall have no responsibility for any delay / omission on part of the bidder.
2	Date, time & place of Pre-bid meeting	Date : 25.3.2014, Time : 12 Noon Place : State Drug Management Unit, In front of Ram Mandir Square, Convent Square, Bhubaneswar-1
3	Last date & time for submission of Tender	**Date: 10.4.2014, Time: 12 Noon** **Address of Submission of Bid:** The Joint Director, State Drug Management Unit, In front of Ram Mandir Square, Convent Square, Bhubaneswar-1, Odisha ***(Through Speed post / Registered post / Courier)***
4	Date, time and place of opening of Tender	**a) Technical Bid (Cover A) opening: 10.4.2014, 12:30PM at the address mentioned above.** **b) Financial Bid (Cover B):** *The date of opening of financial bid will be intimated to the firms found successful in the technical bid evaluation.* ***(Venue is mentioned at the address mentioned above)*** ***(Bidders / authorized representative may remain present at the time of opening of bid)***

Director of Health Services (O)

SECTION -II

IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

<table>
<tr><td>1.</td><td>Mode of Procurement</td><td>The State Drug Management Unit shall invite the tender centrally & evaluate the same. After finalization/approval of the supplier & the rate, the same will be communicated to the concerned Institute / Medical College. The purchase order shall be placed by the Director of the Institute / Superintendent of the Medical College as per the requirement.</td></tr>
<tr><td>2.</td><td>Purchaser</td><td>Directorates of H & FW Department , GoO</td></tr>
<tr><td>3.</td><td>Consignee</td><td>Acharya Harihar Regional Cancer Center / SCB Medical College, Cuttack</td></tr>
<tr><td>4.</td><td>Delivery Period</td><td>Within 60 days from issue of the purchase order.</td></tr>
<tr><td>5.</td><td>Guarantee / Warranty /CMC</td><td><u>Comprehensive onsite warranty</u> including all spares, maintenance etc. for a period 5 (Five) years from the date of installation & commissioning and 5(five) years CMC after warranty period.</td></tr>
<tr><td>6.</td><td>Tender Document Cost</td><td>Rs.5,250/- (Rs.5,000/-+5% VAT) . The tender document cost is to be submitted in the shape of bank draft in favour of Joint Director, State Drug Management Unit, from any Nationalised / Scheduled Bank payable at Bhubaneswar.</td></tr>
<tr><td>7.</td><td>Earnest Money Deposit (EMD)

(The no. of equipment is mentioned in the Schedule of requirement – Section IV)</td><td>
<table>
<tr><th>Name of Equipment</th><th>EMD (Rs.)</th></tr>
<tr><td>Stereotactic Radio-surgery System (Gamma Knife)</td><td>Rs.70,00,000 /-
(Rupees Seventy Lakhs)</td></tr>
</table>

The Earnest Money Deposit will be paid in the shape of <u>Demand Draft</u> only in favour of Joint Director, State Drug Management Unit from any Nationalised / Scheduled Bank payable at Bhubaneswar.
</td></tr>
<tr><td>8.</td><td>Performance Security</td><td>The selected firm should submit the performance security in shape of Bank Draft /Bank Guarantee, equal to the amount of 10% of the purchase order value (excluding the tax & CMC cost) of the items within 15 days of issue of the notification of award & the same will be returned back after completion of warranty period. The performance security shall be furnished at the concerned institute / medical college after getting the purchase order from the concerned Institute / Medical College.</td></tr>
<tr><td>9.</td><td>Eligibility Criteria</td><td>The detail eligibility criteria are mentioned at Clauses 2.1, 2.2 & 2.3 of Section – III.</td></tr>
</table>

SECTION -III

TERMS AND CONDITIONS FOR SUPPLY & INSTALLATION OF STEREOTACTIC RADIOSURGERY SYSTEM (GAMMA KNIFE)

1.1 Sealed tenders will be received till 10.4.2014 **upto 12 Noon** by the office of the Joint Director, State Drug Management Unit, In front of Ram Mandir Square, Bhubaneswar-1. Any tender received after the due date & time will be rejected / returned to the sender unopened. **The tenders will be received through Regd. Post / Courier services / Speed Post.**

1.2 Pre-bid conference shall be held in the office chamber of the Joint Director, State Drug Management Unit, In front of Ram Mandir Square, Bhubaneswar-1 on 25.3.2014 at 12 Noon. The prospective bidders may attend and clarify any doubts on the terms and conditions of the bid document.

1.3 The bidder(s) are to submit their tenders in **separate** sealed covered envelops for **technical bid** and **commercial bid** by superscribing **Cover "A" (Technical Bid)** & **Cover "B" (Price Bid)** and both the sealed covers should be put into a **third outer Cover**, which should be superscribed as "Stereotactic Radiosurgery System (Gamma Knife)" & Tender Reference No. **SDMU SDMU/2013-14/EQP/SRS/38**

1.4 The Sealed tenders "Cover A" (Technical Bid) submitted by the tenderers will be opened at the office of the Joint Director, State Drug Management Unit, Bhubaneswar at **12:30** PM on 10.4.2014. The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they so like.

ELIGIBILITY CRITERIA

2.1 Manufacturing units / Importers are eligible to participate in the tender provided, they fulfill the following conditions:

(i) Import License (In case of Importer only). In case of importers, they have to furnish the authorization from the manufacturer.

(ii) Valid ISO certificate (of the Manufacturer)

(iii) Product must be ISI / BIS / CE / US FDA etc. (valid ISI/BIS /CE /US FDA certificate) certified (As per **Section VI** - Technical Specification**)**.

(iv) Tenderer should have proof of supply of the Stereotactic Radio-Surgery System to any Govt. organization / Corporate Hospitals / PSU Hospitals in India / UN Agencies and purchase order copies in support of that in last 3 years. (As per format Annexure VII – Item-wise)

(v) Proof of annual average turnover (Manufacturers/Importer) of **Rs. 50 Crore or more** in the last three (3) financial years certified by the Chartered Accountant as per the format at **Annexure VI**.

(vi) Proof of compliance with IEC Certificate (As per **Section VI** - Technical Specification) - Medical Electrical Equipments: Particular requirement for Electrical Safety of the equipments.

(vii) Manufacturing unit who has been blacklisted either by the Tender inviting authority or by any state Govt. or Central Govt. organization is not eligible to participate in the tender for that item during the period of blacklisting. Copies of stay order(s) if any against the blacklisting should be furnished along with the bid.

(viii) **Alternative bids** are not allowed. The bidders shall have to quote for **only one make & mode**l.

2.3 The tenderer have to submit the EMD as mentioned **in Clause 8 of Section -II** & the Tender document cost.

DOCUMENTS TO BE SUBMITTED

The following documents should be enclosed in Cover "A" (Technical Bid) by the tenderer.

All the photocopies are to be attested by a Notary Public / Gazetted Officer.

TECHNICAL BID :

3.1 Checklist with detail of the documents enclosed in **Cover "A"** (as per **Annexure - I**) with **page number**. The documents should be ***serially arranged*** as per this **Annexure - I** and should be securely tied and bound.

3.2 Item Quoted with name of the Make & Model of the item (s) **(Annexure – II)**

3.3 Tender document fee of **Rs. 5,250/-** in shape of Demand Draft .

3.4 Earnest Money Deposit(s) as mentioned in the **Clause 8 of Section -II** in shape of Demand Draft). Details of EMD and the name of the equipment quoted should be clearly mentioned.

3.5 Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service centre / contract person / office in Odisha **(Annexure - III).**

3.6 The declaration form in **Annexure - IV** duly signed by the tenderer before Notary Public / Executive Magistrate.

3.7 Manufacturer's Authorization Format in **Annexure –V** (In case the bidder is the importer). Importers are required to furnish the authorization from the manufacturer.

3.8 Certificate duly filled by the Auditor / Chartered Accountant (as per **Annexure – VI)** that the annual average turnover of the firm is **Rs. 50 Crore** or more in the last 3 (three) financial years & the audited balance sheet.

3.9 Performance Statement **(Annexure - VII)** during the last three years towards proof of supply of Stereotactic Radio-Surgery System to any Govt. organization / Corporate Hospitals / PSU Hospitals in India / UN Agencies. The copy of Purchase orders and certificate from the user should be furnished in support of the information provided in the performance statement (Item wise)

3.10 Deviation/No Deviation Statement from Technical Specification & details of technical specification of the product **(Annexure-VIIIA & B)**

3.11 Leaflet/Technical Brochures of the product/item offered.

3.12 Copy of Import License by the Importer (in case of Importer).

3.13 Copy of Valid ISO certificate.

3.14 Copy of Valid ISI / CE /US FDA certificate (as per Section V - Technical Specification).

3.15 Copy of Certificate in support of IEC certificate (as per Section V-Technical Specification).

3.16 Copy of the **up to date VAT** clearance certificate.

3.17 The Original Tender Booklet with Conditions and the schedules signed by the tenderer at the bottom of each page with his official seal duly affixed.

3.18 Certificate in support of **service center in Odisha / Eastern India** or undertaking to set up service center in Odisha within one month from the date of installation if approved (for those who have no service centers in Odisha).

3.19 Certificate from the OEM related to **proprietary item (if any)** – Annexure VIII C

N.B: Valid means the certificate should be valid on or beyond the date of opening of tender (Cover-A).

COVER – B (PRICE BID)

4. The price to be quoted for medical equipments should be sent in the prescribed price format in a separate sealed cover hereafter called **Cover "B" (Price Bid).**

Cover –B (Price Bid) of the tenderers who qualify in it's Technical Bid (Cover – A) and complies with tender specification & finds to be as per technical specification and Product demonstration (if required) will only be opened.

4.1 The tender format (Price Schedule) in duplicate in the prescribed form (as per **Annexure – IX A, B & C**), must be submitted in Cover-B. The price of the item should be quoted inclusive of excise duty, custom duty, insurance, packing, forwarding, freight (door delivery) and warranty for 5 years. The price of CMC for 5 years, turnkey job (accessories, civil work, cabling, furnishing work etc. for installation), sales tax / VAT and entry tax charges (if any) should be quoted in a separate column. The rate should be quoted for ***each item*** both in figures and words. **In case of difference in words and figures, words will be taken into consideration for evaluation.**

4.2 The Cover "B" of tenderers who qualifies in their technical bid, will only be opened at the office of the Joint Director, State Drug Management Unit (SDMU), Bhubaneswar at a date & time which will be intimated to them by SDMU.

REJECTION OF TENDER

5. The tender submitted by the bidder will be rejected, if any of the following documents are wanting / not submitted with the tender:

(i) Import License (In case of Importer)

(ii) Manufacturer's authorization (In case of Importer)

(iii) Earnest Money Deposit (EMD).

(iv) Annual average turnover of the firm for **Rs. 50 Crore** or more in the last 3 (three) financial years

(v) Valid ISO certificate of Manufacturer

(vi) Valid ISI / CE / US FDA certificate of the manufacturer as per Section VI – Technical Specification.

(vii) IEC Certificate of the manufacturer as per as per Section VI – Technical Specification.

(viii) Proof of supply/ installation of Stereotactic Radio-Surgery System to any Govt. Organization / Corporate Hospitals / PSU Hospitals in India / UN Agencies and certificate in support of that from the user during the last three years.

(ix) Major deviations from the technical specification of the item(s) as per tender.

(x) Price bid / quoted rate with signature and seal (Hard Copy).

EARNEST MONEY DEPOSIT

6.1 The amount of Earnest Money Deposit (EMD) required is mentioned in the Section-II. The EMD will be submitted in the shape of **demand Draft only** in favour of Joint Director, State Drug Management Unit, Bhubaneswar from any Nationalized / Scheduled Bank payable at Bhubaneswar.

6.2 The EMD of the unsuccessful tenderers will be returned back without interest after placement of purchase order to the successful tenderer and EMD of successful tenderer will be returned after submission of Performance Security .

.6.3 The EMD will be forfeited if the tenderer withdraws its tender / furnish forged documents which is found during bid evaluation OR doesn't sign the contract / doesn't furnish performance security / doesn't supply the items (in case of successful bidder) within the stipulated time period.

PERFORMANCE SECURITY & AGREEMENT

7.1 The performance Security should be submitted in shape of Bank Draft/Bank Guarantee from a Nationalised / Scheduled Bank in favour of the Head of the concerned Institution /Joint Director, SDMU / Head of the Directorates (as the case may be depending on the placement of purchase order) equal to the amount of 10% of the purchase order value of the item (excluding cost of CMC & taxes) within 14 days of issue of the Notification of award / Purchase Order.

7.2 The agreement (**as per Annexure – X**) will be signed between the supplier and the purchaser within 14 days of issue of the Notification of award.

7.3 The performance Security Money will be returned back to the supplier without interest after the expiry of the warranty period i.e. five years after the date of installation & signing of the CMC agreement.

7.4 Security money will be forfeited if there is any violation of the tender terms and conditions.

TENDER CONDITIONS :

8.1 The details of the medical equipments with specifications are mentioned in **Section VI. The firm must clearly mention their specification, special features, upgraded version (if any), and detail technical catalogue of the offered model in their tender.**

8.2 Tenders should be typewritten or computerized and every correction in the tender should invariably be attested with signature by the tenderer with date before submission, failing which the tender will be ineligible for further consideration.

8.3 Rates inclusive of excise duty / customs duty, packing, forwarding, insurance, transportation charges with **5 years onsite comprehensive warranty** and exclusive of Sales Tax/VAT & Entry Tax, should ***be quoted for the medical equipments (Item wise) on door delivery basis. The turnkey job (cost of accessories if any required for Installation/Commissioning), 5-year CMC cost &*** Sales Tax/VAT & Entry Tax ***should be mentioned in separate columns***. The rates quoted should be in **Indian Rupees only**. Rates quoted in any other currency will not be accepted.

8.4 The purchaser shall be responsible only after delivery and due verification, installation and commissioning of the equipment.

8.5 The rate per unit shall not vary with the quantum of order placed for destination point.

8.6 If there is difference between figures & words, words will be taken into consideration.

8.7 In the event of the date being declared as a holiday by Govt. of Odisha, the due date of sale, submission of bids and opening of bids will be the following working day at the scheduled place & time.

8.8 The price quoted by the tenderers shall not in any case, exceed the controlled price, if any, fixed by the Central / State Government / DGS&D and the Maximum Retail Price (MRP). The purchaser, at his discretion, will in such case, exercise the right of revising the price at any stage so as to confirm to the controlled price or MRP as the case may be.

8.9 Deleted.

8.10 No tenderer shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rate quoted by him. Clerical error / typographical error, etc. committed by the tenderers in the tender forms shall not be considered after opening of tenders. Conditions such as " **SUBJECT TO AVAILABILITY" / "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED**" etc., will not be considered under any circumstance and the tenders of those who have given such conditions shall be treated as incomplete and for that reason, shall be rejected.

8.11 If at any time during the period of rate contract, the price of tendered item is reduced or brought down by any law or act of the Central or State Government or the tenderer, the tenderer shall be morally and statutorily bound to inform the purchaser immediately about such reduction in the contracted price. The purchaser is empowered to unilaterally effect such reduction in rate, in case the tenderer fails to notify or fails to agree for such reduction of rate.

8.12 Deleted.

8.13 If the relevant documents / certificates which are required to be furnished along with the tender are written in language other than English, the tendering firm shall furnish English version of such documents / certificates duly attested by a Gazetted Officer / Notary with his seal and signature.

8.14 If any information or documents furnished by the tenderer with the tender papers are found to be misleading or incorrect at any stage the tender of the relevant items in the approved list shall be cancelled and steps will be taken to blacklist the said firm for three (3) years.

8.15 **Rate should be quoted in Indian Currency**, both in words and figures against each item as **the payments will be made in Indian currencies only** (Annexure-IXA&B). The tenderer shall not quote the rate for any item other than the item specified in the list. (**Section V – Schedule of Requirement**).

8.16 Both Cover-A and Cover-B should have an **index and page number** of all the documents submitted inside that cover.

8.17 The Tax will be charged as per the guidelines given by the Finance Dept., Govt. of Odisha from time to time. Either C.S.T or V.A.T (as applicable) will be paid to the supplier. In case of Entry Tax, the supplier has to deposit the original receipt to claim it, if finished goods are brought from outside the State. The Sales Tax & entry tax components should be shown **separately** in the Price Schedule.

PACKAGING :

9.1 All the packaging should be New. The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packaging shall be sufficient to withstand without any limitation including rough handling during transit, exposure to extreme temperature, salt and precipitation during transit and upon storage.

TURNKEY:

10.1 The electrical power supply point will be provided by the purchaser at the room where the equipment will be installed but the wiring and electrical fittings inside the room and accessories if any required for installation & commissioning of the

equipment from the power supply point to the point of actual installation or any other civil work required for installation of the equipment will be provided by the supplier without any extra cost (apart from the cost mentioned under turnkey in the Price schedule which should include the cost of all such requirement).

10.2 The details of the turnkey job required are mentioned in the Technical specification. The bidders have to mention the cost of turnkey in the Price Schedule under the turnkey column. The detail price break up the of turnkey with Unit Price shall have to be provided as mentioned in the price schedule, as the payment for turnkey items shall be made based on the actual measurement / quantity of the turnkey items.

COMPREHENSIVE WARRANTY & CMC:

(Undertaking as per Annexure – XI & XII)

11.1 The comprehensive warranty will remain valid for **5 years** from the date of installation & commissioning of the equipment. The original copy of warranty documents will be submitted to the purchaser at the time of installation.

11.2 The warranty will cover **all the parts of the machine or item and any replacement or repair required** within the warranty period and will be provided by the supplier free of cost at the destination point (installation point). The supplier will take back the replaced parts / goods at the time of their replacement. No claim whatsoever shall be on the purchaser for the replaced parts / goods thereafter. No traveling allowances or transportation cost will be paid by the purchaser during the warranty period.

11.3 The Supplier shall warrant that the Goods supplied under this contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials. The Supplier shall further warrant that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the place of final destination.

11.4 **CMC**: The tenderer shall also commit to provide offer for CMC (**Labour + all spare**) for the next five (5) years after the five (5) years warranty. No extra cost will be paid other than the CMC cost for functioning of the item during this period. The supplier will provide sone **(1)** preventive maintenance in every **six months** in a year during the period of CMC.

11.5 The selected firm should have a service centre in Odisha/ Eastern India

11.6 All the warranty certificates must be handed over to the consignee after installation.

TRAINING & OPERATIONAL MANUAL:

12.1 The firm / supplier will provide hands on training to two doctors and two technicians of the concerned health institution in his own cost for operating / handling the equipment at the time of installation.

12.2 The supplier / firm will provide the operation / maintenance manuals of the equipment to the purchaser at the time of installation.

UPTIME GUARANTEE:

13.1 **UP-TIME BALANCE:**

The Supplier (s) shall provide guarantee 95% uptime during comprehensive warranty period, i.e., for 5 years from the date of installation & commissioning.

Any uptime less than the specified period above will be compensated by the Supplier(s) by extending the warranty period. The consignee shall maintain a logbook in the format provided by the Supplier(s) which will indicate usage of the equipment every day and for calculation of up-time.

DOWNTIME PENALTY CLAUSE:

14.1 During the Guarantee / warranty period, desired uptime of 95% of 365 days will be ensured (24 hour). If downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied. The supplier must undertake to supply all spares for optimal upkeep of the equipment for **TEN YEARS** after installation. If accessories / other attachment of the system are procured from the third party, then the supplier must

produce cost of the accessory / other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the purchaser if required.

In no case equipment should remain in non-working condition for more than 7 (seven) days from the date of complaint, beyond which a penalty will be applicable as per Rule.

14.2 The principals or their agents are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

SPARE PARTS:

15.1 The spare price list of all spares and accessories (including minor) required for maintenance and repairs in future after guarantee / warrantee period should be attached / enclosed along with the sealed quotation.

15.2 The tenderers are required to furnish the list of spares along with their cost in the financial Bid separately which will not be taken for evaluation.

15.3 Local agents / distributors quoting on behalf of the manufacturer / importer must attach the authority letter in their favour.

LABELLING :

16.1 The equipment supplied must be properly labelled with Sl. No., Model Name, Make & year of Manufacture

ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS:

17.1 The Purchaser reserves the right to reject the tenders or to accept the tenders for the supply of the item tendered without assigning any reason thereof.

17.2 The Purchaser will be at liberty to terminate the contract either wholly or in part without assigning any reasons thereof. The tenderers will not be entitled to any compensation whatsoever for such termination.

17.3 The **supply should be completed within 60 days** from the date of issue of purchase order unless otherwise specified. If no supply is received even after days or 88 days with liquidated damage from the date of issue of the purchase orders, such orders will stand cancelled automatically without further notice. Penalties shall also thereafter be applied to the tenderer as specified in clause no. 21.1 to

21.2. The approved firm shall also suffer forfeiture of the EMD and Performance Security Deposit.

17.4 The tender inviting authority or his authorised representative (s) has the right to inspect the factory of those company who have quoted for the tender, before accepting the rate quoted by them or before releasing any purchase order (s) or at any point of time during the validity period of tender and has also the right to reject the tender or terminate / cancel the orders issued or not to reorder based on the facts brought out during such inspections.

EVALUATION PROCEDURE:

13.1 The rates of each item quoted by the tenderer will be evaluated after taking the following points into consideration: -

a) The quoted rate should include excise / customs duty, transportation, insurance, packing & forwarding or any other incidental charges.

b) In case of bidders who have quoted CST (**firms not registered under Odisha VAT**), CST as mentioned in the Cover-B (Price Bid) by the tenderer **shall be added** to the quoted rate for price evaluation.

In case of bidders who have quoted VAT (**firms registered under Odisha VAT**), VAT as mentioned in the Cover-B (Price Bid) by the tenderer **shall be excluded** for price evaluation.

c) Entry Tax will not be considered for price evaluation.

d) After giving price preferences to eligible local MSME Units of Odisha. (Ref. Clause 18.5)

e) As per the Govt. of Odisha Finance Deptt. Order No. 13290/F dt.02.04.2013, “in comparing the cost of an article, if purchased from within the State with the price of similar article if purchased from outside the State, the amount of Odisha Sales Tax (OST) now VAT shall be deducted from the total cost since it accrues back as revenue to the State. If after such deduction, the cost of articles to be purchased within the State is not more than the cost of including Central Sales Tax, transport and other charges of similar articles from outside the State, it would be economical to purchase articles within the State”.

13.2 Form “C” or Form “D” shall not be issued by the tender inviting authority.

LIQUIDATED DAMAGE :

19.1 The C.D.M.O/D.H.S(O) of the concerned district may allow extension for a maximum period of 4 (four) weeks (28 days), after the stipulated date of supply (i.e. 60 days) with a penalty of 0.5% which will be deducted from the purchase order value as “Liquidated Damage”, for each week (7 days) of delay upto a maximum 2% on the value of the goods.

19.2 If the supplier fails to complete the supply within the extended period, i.e. 88 days after being allowed by the purchaser with LD , no further purchase order will be placed to the firm for the said item including forfeiture of the Performance security and the concerned firm will be blacklisted for two (2) years from the date of issue of letter for the said item.

TERMS OF PAYMENT :

20.1 Payment shall be made in Indian Rupees. No advance payments towards cost of medical equipments or turnkey job will be made.

20.2 90% of the cost of the equipment (**excluding CMC Cost**) + 100% turnkey job + 100% tax shall be paid to the supplier on receipt of the stock entry certificate, installation and demonstration of the item from the consignee. The balance 10% of the payment of equipment will only be made after receipt of certificate on working status of the equipment from the consignee after 6 weeks of installation and commissioning of the equipment.

20.3 Payments as mentioned above will only be made after keeping the **performance security deposit** from the supplier as per clause no. 7.1, if they have not deposited the same before. Payment will only be made after ensuring signing of the Agreement, undertaking and handing over of warranty papers of equipment and turnkey jobs by the supplier to the purchaser.

20.4 No claims shall be made against the purchaser in respect of interest on earnest money deposit or performance security deposit or any delayed payment or any other deposit.

20.5 Payments in shape of Draft / Pay Order will preferably be despatched to the supplier by Registered post with A.D or e-payment / on-line transfer or may be handed over to the authorized person of the supplier.

20.6 The payment of CMC will be made on a **six monthly basis**, after completion of warranty period and signing of the CMC agreement.

PENALTIES :

21.1 If the successful tenderer fails to deposit the required performance security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons or unable to undertake the contract, his contract will be cancelled and the earnest money deposit / performance security deposit shall stand forfeited by the purchaser.

21.2 Violating the tender terms and conditions & non supply / supply which is not as per technical specification will disqualify the firm to participate in the tender for a period of 2 (two) years from the date of issue of letter and his E.M.D & performance security deposit will be forfeited and no further purchase order will be placed to that firm for that item.

21.3 In the event of any dispute arising out of the tender, such disputes would be subject to the jurisdiction of the Civil Court of the concerned District or High Court of Odisha.

INSPECTION/TESTING :

22.1 The selected supplier shall have to arrange for demonstration of the equipment at the supply point. The purchaser or its nominated representative(s) shall inspect and test the equipments at the supply point to check their conformity to the specifications and other details incorporated in the contract.

SECTION – IV

SCHEDULE OF REQUIREMENT

Name of the equipment (s)	Quantity (Nos.)	Place of supply & installation	Time of installation
Stereotactic Radio-surgery System(Gamma Knife) for Neurosurgery (Turnkey Installation with all equipment / accessories as per Technical Specification)	1	Acharya Harihar Regional Cancer Center / SCB Medical College, Cuttack	Within **60 days** from the date of placement of purchase order

SECTION –V
TECHNICAL SPECIFICATION

STEREOTACTIC RADIOSURGERY SYSTEM (GAMMA KNIFE)

Operational Requirement: Stereotactic Radio surgery (Gamma Knife) should deliver a single/fractionated radiation therapy to the critically located targets in the brain.

Technical specification:

1. The System is intended for intra-cranial radiosurgery with the principle of simultaneous cross-firing from multiple radiation sources spread over a large spatial angle.
2. Should be supplied with all components of a fully automated system with **integrated single robotic system**, consisting of multiple collimators and robotic couch movements.
3. Should comprise treatment planning system, system tool kit, spare part kit for the coordinate frame, skull scaling instrument, CT planning kit, MRI planning kit, X-ray planning kit etc.
4. Should be supplied with the model of Cartesian coordinate frame kits with integrated insulated fixation post with plastic inserts conforming to the XYZ nomenclature.
5. Should be able to treat functional targets as small as 4mm upto several centimeters target.
6. Radiation source(s) should be stationary during irradiation of patient.
7. Radiation unit should be with radiation shielding doors with collimator system
8. Radio-physical data with **total cobalt 60 activity** <6600Ci(2.44 x10-^{14}Bq)
9. Single source activity deviation <10% of average source activity with dose rate measured in calibration condition of >3Gy/min. The Number of **cobalt 60** sources should be more than 190.
10. The system should have the minimum accuracy data of patient positioning system <0.2mm with mechanical isocentre radius of <0.3mm and total radio physical accuracy of <0.5mm. The treatment time should have the treatment timer <0.2%.
11. Positioning accuracy should be better than 0.1 mm
12. Timer accuracy should be better than 0.2%
13. Total radio physical uncertainty should be better than 0.5mm

14. Positioning principle should be Automatic robotic patient and re-positioning for multiple isocentres.
15. Communication with treatment planning system should be dedicated point-to-point communication over RS232, Ethernet, or other industry standard computed communications protocol.
16. Beam penumbra should be better than 1.2 mm for all beam sizes and configuration.
17. Collimator leak should be less than 0.4 percent
18. Quality Assurance of Radiosurgical device should have fully documented and automated Quality Assurance. Includes Quality assurance tools covering:
    a. Accuracy of patient positioning system
    b. Dose radio physical accuracy
    c. Dose spatial accuracy
19. Integrated Record and Verify System should have the following function:
    Record: Radiosurgical system must automatically record treatment parameters including treatment time per isocentre, isocentre position to accuracy of 0.2mm, collimator size(s) per isocentre, all patient positions during treatment, date and time of treatment.
20. Effective dose should be more than 3Gy/min at commissioning.
21. Dosimetrical accuracy should be better than 3 percent for all beam configurations.
22. Average treatment time for 6 isocentre treatment, with multiple collimator sizes should be less than 45 minutes.
23. Treatment capacity should be documented for at least 600 patients/year.
24. Image import capability should be DICOM image transfer over network, DICOM on CD ROM, FTP, MO-disc, DAT tape.
25. Image modalities should be MR, CT, PET, DSA, ANGIO, MEG. Documented use of MRI without the need for fusion of images with CT.
26. Non-Stereotactic images Co-registration should be able to automatically co-register non-stereotactic images with stereotactic images to use both sets in treatment planning.
27. Color PET display should be available in software.
28. Stereotactic image fusion should be automatic.
29. Target outlining should be automatic and manual.
30. Number of isocentres allowed in treatment plan for a single patient should be at least 50.
31. Should have multiple target support
32. Should have alternate dose plan support.

33. Graphical presentation should be simultaneous 2D and 3D allowed, simultaneous CT and MR allowed.
34. Stereotactic scaling should be automatic with full error analysis.
35. Should have a non-invasive repeat fixation device based on vacuum assisted mouthpiece and should be fully integrated with the stereotactic robotic system and should enable fractionation.

GENERAL REQUIREMENTS FOR SAFETY:

1. Patient positioning system with patient couch and automatic positioning system.
2. Covers for radiation unit and patient positioning system
3. Electric cabinet with cabling
4. ECU- central unit with safety system electronic board, circuit breakers and cabling
5. SDU- sector drive electronic board , circuit breakers and cabling
6. PPC1-software, PPC-2 software , Medical UPS
7. Operator area to be equipped office cabinet, keyboard and mouse
8. Operator console with patient and operator audio/video, power supply up to insulators, cabling and connectors, flat screen monitors, office UPS, MCU kit, MCU PC with USB CAN, MCU software
9. Robotic treatment couch with height adjustable, manual controls for treatment setup
10. Frame adaptor for interfacing between coordinate frame and system clearance check tool, tool storage cabinet for storage of frame adaptor, QA tool, clearance check tool etc.
11. Document set complete with installation and supplementary document, instructions for use, emergency routines, signs and labels.

TREATMENT PLANNING SYSTEM SHOULD INCLUDE:

1. Server, one connectivity license for system, one patient database
2. One DICOM server
3. Treatment plan client with One treatment plan base license, one treatment dose planning license
4. Workstation with high performance dual processing Intel
5. XEON workstation with quadro high end graphic card 250 GB
6. SATA disk and 2 GB RAM , one 19” TFT monitor.

TREATMENT PLAN DOCUMENTATION & MEDIA KIT

1. Linux software operating system(including Red Hat License)
2. Database backup device one USB 2 external hard-disk
3. Laser jet printer-4
4. System tool includes: QA tool for radiation focus precision check
5. Frame cap to be used during patient preparation for a treatment with the system. It is intended as a quick measurement tool to facilitate a smooth workflow.

COORDINATE FRAME KIT FOR THE SYSTEM INCLUDES:

1. Frame with feet and straight front piece

   Front Piece, Curved
   Insulated Fixation Post, Anterior
   Insulated Fixation post, Short
   Insulated Fixation post, Long Posterior
   Locking screw, 5 x 19 mm Titanium
   Locking piece for fixation post
   Ear Plug Holder, Right
   Ear Plug Holder, Left
   Ear plug
   Fixation Screws, Titanium, kit of 20 pairs
   Instrument Screw Driver, Double
   Sterilization tray for frame
   Disposable inserts 25 x 4 pieces
   Instructions for use, Coordinate Frame Kit
   Instructions for use, Insulated fixation posts
   Quick Reference Guide

2. Spare Part Kit for Coordinate Frame consists of

   4 pieces of each of the following:

   Locking Screw, 5 x 19 mm, Titanium

   Locking piece for Fixation posts

   Screw, 4 x 10 mm, Titanium

3. Skull scaling instrument for measurement of skull shape for modeling
4. CT planning kit including CT indicator fiducial box for CT imaging procedure

5. CT adapter for fixation of the stereotactic frame to the CT table fixation
6. CT table fixation for fixation the CT adapter to specified CT Table
7. DICOM CT connectivity to allow importation of CT images
8. MRI planning kit consisting of MR adapter fixing the stereotactic frame to specified MR table
9. MR indicator as the fiducial box for MR imaging procedure
10. DICOM MR connectivity to allow importation of MR Images
11. X ray planning kit consisting of X ray indicator fiducial box for angiography imaging procedure
12. X Ray adapter and support for the stereotactic frame to specified angiography table
13. DICOM XRay connectivity to allow importation of DICOM Xray(Digital Subtraction Angiography)
14. DICOM OT connectivity for cut film angiography to allow importation of DICOM OT(OTHER) images

POWER SUPPLY:

The electrical data with the power consumption of approximate 1.6 KVA with 230V AC +-10%

Uninterrupted power supply should be able to perform treatment continued if power supply is interrupted for at least 60 minute. For this appropriate rating online UPS & dedicated DG Set are to be provided. If power supply is interrupted for greater than 60 minute, treatment may be interrupted for resumption later. However, all treatment data must be automatically computer recorded for accurate and safe resumption of treatment when reliable power is returned.

SUPPORT AND EDUCATION & TRAINING FOR SYSTEM

- Education and training services with on-site clinical start-up application should be provided by the experienced neurosurgeon, radiation oncologist and radiation physicist certified by manufacturer. It should include introductory course principle and practice, treatment planning, patient treatment.
- At least two neurosurgeons, a Radiation oncologist, a medical physicist and a biomedical engineer should be trained by the vendor for four weeks in a well established reputed institution situated abroad at their cost.

- The following support services are delivered in addition to parts warranty during the warranty period. Maintenance System Management Customization of the maintenance schedule for maximum equipment availability, performance and safety with minimum disruption to clinical patient flow.
- Planned maintenance such as Preventive Maintenance inspections in accordance with company recommended maintenance intervals and procedures performed by company certified engineers.

STANDARDS AND APPROVALS

Following Certificates to be submitted in technical bid

1. **The model should have US FDA and CE (notified body) approvals.**
2. EN/IEC 60601-1 Medical Electrical Equipment –General requirements for safety.
3. EN/IEC 60601-2 Collateral standard: Electromagnetic compatibility

The Equipment must be type-approved by AERB and the lay out plan to house the equipment should also be approved by AERB.

TURNKEY WORK:

1. Site planning, site visit and survey by service staff for complete site planning will be done by the bidder.
2. **Co 60 loading service** using specific loader with certified personnel
3. The vendor shall provide an accurate architectural and structural layout plan for housing the SRS machine. Logical workflow and radiation safety norm should be adhered to.
4. The SRS machine should be located in a concrete vault as per AERB guidelines
5. The layout plan should be made in consultation with the user and the responsibility of getting the same approved from AERB lies with the hospital and the vendor would support the hospital with adequate site drawings.
6. **As per the drawing planned by the bidder, all the civil, electrical, air conditioning, furniture and furnishing of the room shall be provided by the vendor.**
7. Appropriate rating **Generator set and Online UPS** as specified for SRS machine shall have to be provided by the vendor.

8. All necessary approvals from various agencies like, civil, electrical, architectural, AERB etc would be facilitated by the department/user.
9. **The bidder has to provide a Digital Substraction Angiography (DSA) as a turnkey equipment and the <u>specification is attached below</u> :**

Note : The entire facility including the machine as mentioned above should be made as per the provisions of AERB and <u>all costs</u> towards turnkey work to be mentioned in the relevant column "turnkey" in the price schedule.

<u>Turnkey Equipment</u>

Technical specifications of Digital Substraction Angiography (DSA) System

S.N.	Description of function
1.1	Biplane C-arm system for vascular and non-vascular diagnostics and interventions. It provides complete ergonomic system operation in both the examination room and control room and has user profiles tailored to various clinical applications, such as neuroradiology and universal angiography.
S.N.	**Operational requirements**
2.1	Biplane floor/ceiling mounted c-arm/c-arm angiography system with Digital imaging for all neuro and vascular diagnostic and interventional procedures.
2.2	Must be Flat Detector Technology Fully digital fro acquisition to processing to visualization 40 cm or more diagonal digital flat panel detector made of amorphous Silicon (for frontal plane). Frame speed up to 30 frames per second. Higher frame rates preferred.
2.3	Images should be directly sent to network Server and Immediately can be viewed from workstation.
2.4	Should be able to use standard PC as full fledged DICOM image viewing station.
2.5	Should have ceiling mounted monitoring system, with floor or ceiling mounted C-arm.
S.N.	**Technical Specifications**
3.1	**Gantry floor/ceiling mounted:**
	Motorised angulations (at head-end) of RAO/LAO + 120/120 deg. CRAN/CAUD + 45 deg.
	C-arm Rotation speed of 10 deg/sec or more
	Motorised movements for vascular interventions with complete head to toe coverage of adult patients without repositioning for full peripheral vessel coverage.
	Manual/motorised movement into parking position.
	The system should have at least user defined 25 programmed positions and angulations of c-arm.
	Second gantry from longitudinal and oblique projections in the lateral plane.
3.2	**Table**
	Floor mounted table with carbon fibre top.
	Motorised table pivot for easy patient transfer and access in emergency.
	Should be able to support patient wt. 150 Kg and above
3.3	**X-Ray Generator**
	High frequency microprocessor controlled 60 KW X-ray generator.

	Continuous fluoroscopy output power of 3000 watts to permit continuous operation without delays and better image quality in extreme angulations.
	Automatic dose control rate and adaption of tube current to focus-FD distance.
	Exposure time of 1 ms or less
3.4	**X-Ray Tube**
	Dual/triple focus spots should be available with micro focus for neuro interventional applications. Pulsed fluoroscopy capability.
	Tube should have noiseless operation of liquid bearing/spiral groove tech. (or equivalent) and should be oil cooled with 60 KW rating.
	Continuous Fluroscopy power should be 3000 watts or more for better visibility in obese patients/deep angulations and for higher patient through put.
	Automatic beam filtering with copper/tantalum filters of 0.5 mm or more should be available for eliminating soft radiation to staff/patients.
3.5	**Detector and Television System**
	Must be Flat panel Detector technology with diagnol size of 40 cms or more for floor gantry and 25 cms or more for lateral gantry.
	DQE should be 65% or better at 0 1 p/mm.
	Angio Collimator with automatic rotation to provide heads-up display on the monitor.
	Fixed size = 154 i > 10 bit
3.6	**3 D Rotational Angiography**
	Rotational Angiography with higher C-arm rotation speeds. Capability of on-line subtracted series and also native rotational angiography series. Acquisition of images @ 25 fps or more in 1 K matrix. Higher image matrices are preferred. Dynamic subtraction and automatic pixel shift capability.
	High end independent workstation with live display of the 3 D reconstructed images in cath lab. Image reconstruction and display should be fast. Different protocols for visualizing vessels, bones, clips and coils in Volume rendered and other modes. Reconstruction in native and subtracted modes. Capability of zoom of reconstructed images. Storage of reconstructed images in AVI/TIFF formats for subsequent reviews. Stenosis measurements, volume measurements and virtual endoscopic reconstructed views. Table-side control of the 3 D workstation for ease of operation preferred. Must have 3 D Road mapping.
	Display of CT/MR/etc images should be possible in the exam room Generation of CT like low contrast tomographic images using rotational angiography. Soft tissue display with a resolution of a density difference of 10 HU or better. Display of reconstructed images back in the cathlab (option)
3.7	**Digital Imaging System** Acquisition and procession in 1 K x 1 K matrix with 10/12 bit depths at all frame rates. Capability of acquisition and processing in 2 K matrix to be quoted optionally Cine loop replay facility & last image hold facility during fluoroscopy Image storage capacity of > 50000 images. Quantification software with Auto-calibration facility. The analysis should be possible from table – side in examination room and also from control room. Real-time image harmonization and edge enhancement software for improving image quality. Dynamic road map facility. Dose measurement and display including accumulated patient radiation dose. Please list dose saving features offered by the system.

	Output for connection LCD projector, etc. for conference purposes should be available. On-line DSA with automatic and manual pixel shift, roadmap, remask facility. Frame rates from 1 fps to 6 fps. Capability of peripheral DSA with table/gantry stepping and online subtraction with single contrast media injection to be quoted optionally.
3.8	**Monitors:** Two high resolution TFT monitors per plane, for display of live and for reference images, of size – 18"- 20" Additional Two monitors for display of live fluro/unsubtracted native image during subtracted fluro/DSA for enhanced road-map functionality. One Monitor for 3 D/other modality images. One monitor per plane for post processing and live image display/reporting in the control room.
3.9	**Digital Archiving on Compact Disc.** FDA approved system for recording images in DICOM3 format. Capability of bi-Directional transfer of images. System should be from cathlab manufacturer and third party solutions should not be offered. Dynamic Storing and viewing of DVD/CD images at various frame rates. Image transfer from digital system in background mode without affecting the system operation
3.10	**Haemodynamic Recorder-Optional** 12 lead ECG, 2 invasive pressures, Sp02 and NHBP monitoring Color wave form monitors for control room and slave monitor for examination room Haemodynamic software for adult and paediatric patients Slave monitor for display in exam room Monitoring of ECG, 2 pressures, Sp02, 10 inch Color LCD Display, Trolley for monitoring patient at bedside, printer for recording waveforms.
S.N.	**System Configuration Accessories, spares and consumables**
4.1	Gantry Floor Ceiling Mounted 01
4.2	Table 01
4.3	X-Ray Generator 01
4.4	X-Ray Tube 01
4.5	Detector and TV System 01
4.6	Digital Imaging System 01
4.7	3D Rotational Angiography 01
4.8	TFT Monitors 08
4.9	Digital Archieving on CD/DVD
4.10	Automatic High Pressure Injector Floor Mounted- 01
4.11	Haemodynamic Recorder Optional- 01
4.12	Large Lead Glass - As per room requirements.
4.13	Lead Aprons 06
4.14	Thyroid Guards 06
4.15	Ceiling Suspended Radiation Protection 01
4.16	Ceiling Suspended Exam Lamp 01
4.17	Color dry view imaging printer (14X17 or Other film sizes)) 01
4.18	Independent state of the art CD/DVD review workstation 01
4.19	PC with TFT Monitor with table and laser printer 01.
4.20	View Boxes– slim, four in one with fluorescent tubes with shutters and variable luminescence 02 .

The system should contains all the above accessories in Integrated or as separate accessories.

S.N.	Environmental factors
5.1	The unit shall be capable of operating continuously in ambient temperature of 30^0 C and relative humidity of 80%
5.2	Pre Requsites should be clearly spelt out in terms of room requirements.An optional quote for Room Preparation with appropriate shielding to avoid radiation leakage should be there.
S.N.	**Power supply**
6.1	Power input to be 220-240VAC, 50Hz,/440 V 3 Phase as appropriate fitted with Indian plug
6.2	Resettable overcurrent breaker shall be fitted for protection
6.3	Suitable Servo controlled Stabilizer/CVT
6.4	UPS of suitable rating conforming to IS-302 shall be supplied for computer system
S.N.	**Standards and safety**
7.1	Should be **FDA or CE** approved product
7.2	Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450
7.3	Lead Glass window as per room requirement
7.4	Safety aspects of Radiation dosage leakage should be spelt out
7.5	Should comply with **AERB Guidelines** for radiation leakage.
7.6	User Training Abroad for two radiologist and one technician.. Radiologists to be trained for clinicals whereas the technician to be trained for operation and day to day maintenance of the unit.
7.7	Comprehensive guarantee for **5 years** of complete system including x-ray tubes and electronic items and all other parts for which order will be placed with uptime warranty of 98%. Comprehensive Guarantee period will be extended by double the downtime if it exceeds more than 2% in a year.
7.8	Rates of CMC for 5 years after warranty for complete system including x-ray tubes and electronic items and all parts for which order will be placed with an undertaking of 98% uptime and extension of AMC period by double the downtime if it exceeds more than 2%.
S.N.	**Documentation**
8.1	User manual in English
8.2	Service manual in English
8.3	List of important spare parts and accessories with their part number and costing.
8.4	Certificate of calibration and inspection from factory.
8.5	Log book with instruction for daily , weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out

SECTION –VI

ANNEXURES

(Technical Bid, Price Bid, Agreement, Undertaking for CMC)

ANNEXURE –I
(Refer Clause No. 3.1)

CHECK LIST

(To be submitted in **Cover A Technical Bid**)

Note : The documents has to be arranged serially as per the order mentioned in the check list

Please put ✓ in the respective box

COVER – A (TECHNICAL BID)	DOCUMENTS : SUBMITTED OR NOT		
1. Details of the Item (s) – Annexure II	Page No	Yes	No
2. Tender document Fee	Page No	Yes	No
3. Earnest Money Deposit	Page No.	Yes	No
4. Details of Manufacturing Unit / contract person Liaisioning agent / servicing centre (Annexure III)	Page No.	Yes	No
5. Declaration form (Annexure -IV) signed by the Tenderer & affidavit before Notary Public / Executive Magistrate	Page No.	Yes	No
6. Manufacturer's Authorization Format (Annexure – V) (for Importer)	Page No.	Yes	No
7. Proof of avg. Annual turnover for preceding 3 financial years (for manufacturer / Importer) (Annexure - VI)	Page No.	Yes	No.
Copies of the **Annual audited statement** for the last Three financial years in support of above.	Page No.	Yes	No
8. Performance Statement during the last three years (Annexure -VII)	Page No.	Yes	No
9. Copies of Purchase order in support of the performance statement	Page No.	Yes	No
10. Deviation/No deviation Statement & details of technical specification (Annexure -VIII A & B)	Page No	Yes	No

11.	Leaflets/Technical Brocheures of the Products offered	Page No.		Yes		No.	
12.	Documents related to Proprietary Product (If any) . (Annexure VIII C)	Page No.		Yes		No.	
13.	Copy of Import license (In case of Importer)	Page No.		Yes		No	
14.	Copy of Valid ISO Certificate	Page No.		Yes		No	
15.	Attested Photocopy of Up-to-date CE / US FDA/BIS Certificate (As per technical specification)	Page No.		Yes		No	
16.	Attested Photocopy of Up-to-date IEC Certificate (As per technical specification)	Page No.		Yes		No	
17.	Photocopy of PAN	Page No.		Yes		No	
18.	Photocopy of VAT clerance cerificate	Page No.		Yes		No	
19.	Copy of original Tender and schedules, duly signed by the Tenderer	Page No.		Yes		No.	

Annexure II

(Refer Clause No. 3.2)

(To be submitted in ***Cover A -Technical Bid***)

DETAILS OF THE ITEMS QUOTED

Sl.	Name of Item	Name of Manufacturer	Country of Origin	Make	Model Name	*Details of offered product at Page No. (s)
1	Stereotactic Radio-surgery System (Gamma Knife)					
	Digital Substraction Angiography (DSA)					

Signature of the Tenderer :

Date :

Official Seal:

--

Annexure IIA

(To be submitted in ***Cover A -Technical Bid***)

DETAILS OF EMD SUBMITTED

Sl.	Draft No. & Date	Name of the Bank	EMD Amount (Rs.)

Signature of the Tenderer :

Date :

Official Seal:

ANNEXURE – III

(Refer Clause No. 3.5)

(To be submitted in ***Cover A -Technical Bid***)

DETAILS OF THE TENDERER & LOCAL CONTACT PERSON/ SERVICE CENTRE

	Corporate Office (The address in which the purchase orders and payment details will be communicated)	**Address of Local Contact Person / Branch Office / Zonal Office / Address of Service Centre if any, in Odisha / Eastern India**
Name & Full Address		
Telephone Nos., landline		
Mobile		
Fax		
E – Mail		
Date of Inception	(Copy of Certificate of incorporation of Manufacturer)	
Name of the issuing authority		
Import License (in case of Importer only)		
VAT validity	(Furnish photocopy of VAT)	
PAN	(Furnish photocopy of VAT)	
Details of the Service Centre Facilities (in Odisha / Eastern India)		

Signature of the Tenderer :
with seal

Date :

Official Seal :

ANNEXURE – IV
(Refer Clause No. 3.6)

(To be submitted in ***Cover A -Technical Bid***)

DECLARATION FORM

I / We ……having My / our ……office at…….do declare that I / We have carefully read all the terms & conditions of tender of the _____, Odisha for the supply of medical equipments. The approved rate will remain valid for a period of one year from the date of approval. I will abide with **all the terms & conditions** set forth in the **Tender Reference no. _____**

I/We do hereby declare I/We have not been de-recognised / black listed by any State Govt. / Union Territory / Govt. of India / Govt. Organization / Govt. Health Institutions for supply of Not of Standard Quality items / non-supply.

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or Performance Security Deposit and blacklist me/us for a period of 3 years if, any information furnished by us proved to be false at the time of inspection / verification and not complying with the Tender terms & conditions.

I / We ……do hereby declare that I / we will supply the _____ as per the terms, conditions & specifications of the tender document. I / we further declare that I / we have a service centre / will establish a service centre within one month of installation of the equipment in Odisha.

Signature of the bidder :

Seal Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public.

ANNEXURE – V
(Refer Clause No. 2.2(i))

(To be submitted in ***Cover A -Technical Bid in case the bidder is the Importer***)

MANUFACTURER'S AUTHORISATION FORMAT

To

The Joint Director,
State Drug Management Unit, In front of Ram Mandir Square,
Bhubaneswar -1, Odisha.

Ref: Tender No. _____ Dated _____ for _____.

Dear Sir,

We, ---------- are the manufacturers of ---------- ---------- (name of equipment(s) and have the manufacturing factory at ----------.

1. Messrs ---------- (name and address of the agent) is our authorized importer / distributor for sale and service of ---------- [name of equipment(s)]
2. We confirm that **no supplier or firm or individual other than** Messrs---------- -------- ----------(name of the above distributor) is authorized to submit a tender and enter into a contract with you for the above goods manufactured by us.
3. We also extend our full warranty (5 years comprehensive warranty) and also full back-up support for 3 years AMC/CMC after the warranty period as required by the purchaser.
4. We undertake that we have adequate infrastructure and spare part support to carry out the warranty and AMC/CMC services and do accept to provide uptime guarantee of 95% as per this tender clause No. 13.1.

Yours faithfully,

(Signature with date, name and designation)

For and on behalf of Messrs ----------
(Name & address of the manufacturers)

Seal
Note :

1. This letter should be **original** on the ***letterhead*** of the ***manufacturer*** and should be signed by a person having the power of attorney to legally bind the manufacturer.
2. Original letter shall be attached to the technical bid.

(To be submitted in **Cover A -Technical Bid**)

ANNEXURE – VI

(Refer Clause No. 3.8)

*(To be furnished in the **letter head** of the Auditor/ Chartered Account)*

ANNUAL TURN OVER STATEMENT

The Annual Turnover for the last three financial years of M/s_____who is a Manufacturer /Distributor/Importer *(Pl. tick whichever is applicable)* are given below and certified that the statement is true and correct.

Sl.No.	Year	Turnover in (Rs.)
1.	2009 - 2010	-
2.	2010 - 2011	-
3.	2011 – 2012 Or 2012-2013 (if audited)	-

Average Annual Turnover (for the above three years) in **(Rs.)_____**

Date:
Place:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

Seal

Membership No.-

Registration No. of Firm

Note:

a) This turnover statement should also be **supported by copies of audited annual statement** of the last three years and the turnover figure should be **highlighted** there.

*b) To be issued in the **letter head** of the Auditor/Chartered Accountant mentioning the **Membership no**.*

c) The authorized distributor has also to furnish his turnover statement in the above format.

(To be submitted in ***Cover A - Technical Bid***)

Annexure VII (***Refer Clause no. 3.9)***

PROFORMA FOR PERFORMANCE STATEMENT

(during the period of last **three years**)

(Pl. Furnish order copies of the clients serially, the names of which are mentioned below)

Tender Reference No. :

Name of Tenderer : :

Name of Manufacturer :_____ **Name of the Item** :_____

Sl.	Order placed by (Address of purchaser) (attach documentary proof)*	Order no. & Date	Item Name	Make & Model	Qty	Value of Contract (Rs.)	Date of Completion		Reasons for delay if any	Have the goods been functioning satisfactorily (attach documentary proof)**
							As per contract	Actual		
1										
2										
..										
..										
				Total Qty						

(attach separate sheets if the space provided is not sufficient)

Signature and seal of the Tenderer

* The documentary proof will be **copies of the purchase order** (during the last 3 years) indicating Contract No. and date along with a notarized certification (by the bidder) authenticating the correctness of the information furnished.

** The documentary proof will be certificate from the consignee/end user indicating Contract No. and date along with a notarized certification(by the bidder) authenticating the correctness of the information furnished.

(To be submitted in ***Cover A -Technical Bid*****)**

Annexure VIIIA

(***Refer Clause No. 3.10***)

STATEMENT REGARDING DEVIATIONS FROM TECHNICAL SPECIFICATIONS (IF ANY)

Following are the Technical deviations and variations from the purchaser's Technical Specifications.

Sl. No.	**Item Name**	**Clause of Technical Specification**	**Statement of Deviations / Variations if any**
1			
2			
..			
..			
..			

(attach separate sheets if the space provided is not sufficient)

In case there is no deviation from technical specification, Pl. Mention ***No Deviation.***

Signature of the Bidder

Name :

Date :

Place :

Seal

(To be submitted in ***Cover A -Technical Bid*****)**

Annexure VIII B

(***Refer Clause No. 3.10***)

DETAILS OF TECHNICAL SPECIFICATION OF THE PRODUCT (S) OFFERED BY THE BIDDER

[Furnish parawise compliance in a tabular form (as per the format mentioned below), where the technical specification (para wise) as per tender should be mentioned in the left column & bidder's compliance at the right with mention of page no. of the product catalogue].

Name of the Item :

Make : Model No. : Country of Origin :

Tender Specification (Para wise)	Bidder's Compliance – Para wise	Page No. of the technical brochure where the compliance is mentioned

(add separate sheets depending upon the space requirement)

* Leaflets/Technical Brocheures of the product offered **must be attached** in support of the information provided above.

** It is mandatory to mention the page no(s) in the format as mentioned above.

Signature of the Bidder

Name :

Date :

Place :

Seal

(To be submitted in ***Cover A -Technical Bid*****)**

Annexure VIII C

PROPRITARY CERTICATE OF THE EQUIPMENT (IF ANY) FROM THE MANUFACTURER

(In the Letterhead of the Manufacturer)

Signature of the Bidder

Name :

Date :

Place :

Seal

ANNEXURE IX

(To be submitted in COVER B - PRICE BID)

List of Enclosures to be submitted in Price Bid :

1) **Price schedule format duly filled in and signed by the authorized signatory with company seal**

2) **Photocopy of up-to-date Odisha VAT clearance certificate (In case VAT is payable to Govt. of Odisha)**

To be submitted in *Cover B – Price Bid*

ANNEXURE-IX A
(Refer Clause No. 4.1 & 8.16)

FORMAT - PRICE SCHEDULE

Whether depot. inside Odisha, i.e. VAT paid to Government of Odisha: Yes / No If Yes, Depot. Address :

Name of the Item (s) (Items mentioned in the schedule of requirement)	Make & Model	***Unit Price of** with **all Consumables & accessories** (as mentioned in technical specification) which includes excise duty / customs duty, packing, insurance, forwarding / transportation (door delivery) with **5 (five) years onsite warranty** & **excludes VAT/ CST / entry tax** Cost in Rs. (both in words & figures)	CMC (excluding **Service Tax**) for **five years after** expiry of five years warranty period (please mention on yearly basis)	**Cost of **Turnkey** (all accessories for installation & commissioning including **all taxes for turnkey** in Rs. (Door delivery & installation)	**Total Cost of the Item** (**Unit Price** with CMC & Turnkey if any) (**Exclusive** of CST/VAT & ET)	***CST/VAT & ET (if any) **on & above** the item price mentioned in (3) (**Mention** whether CST / VAT and Entry Tax (ET), the % of tax & it's value in Rs.)	In Case of VAT, pl. Mention whether VAT is payable to Govt. of Odisha ****(Yes/No)
(1)	**(2)**	**(3)**	**(4)**	**(5)**	**6=3+4+5**	**7**	**8**
			1st year after warranty: 2nd year after warranty: 3rd year after warranty: 4th year after warranty: 5th year after warranty: Total :			CST (%): OR VAT(%) : ET(%) :	

Note : Form **"C"** or Form **"D"** shall **not be issued** by the tender inviting authority (accordingly, the tax should be mentioned at col. 7 above).

*** The Price breakup of Unit price (with 5 years warranty excluding CMC, Turnkey work & Sales Taxes, Entry Taxes) is to be mentioned in Annexure IX B.**
**** The cost of turnkey accessories/equipment is to be quoted after referring the turnkey requirement mentioned in the technical specification which is required for installation & commissioning. In case of turnkey, the details price breakup of the turnkey is to be mentioned in Annexure – IXC**
***** CST/VAT & ET which will be chargeable on the price (3) shall be mentioned separately in column 7 above.**
***** In case the VAT is payable to Govt. of Odisha, pl. furnish a copy of the up-to-date Odisha VAT clearance certificate.**

Signature of the Bidder:
Name :

Date :
Place :

Seal

1. **Rates should be quoted both in figures & words and if there is any discrepancy, the quoted rates in words will be taken for evaluation.**
2. **The tenderer has to mention the make / brand, specification, warranty of all the items in turn key.**

To be submitted in *Cover B – Price Bid*

ANNEXURE-IX B
(Refer Clause No. 4.1 & 8.16)

FORMAT - PRICE SCHEDULE

PRICE BREAKUP OF UNIT PRICE QUOTED IN COLUMN 3 OF PRICE SCHEDULE IN ANNEXURE IX A

Ex-Factory/Ex-Warehouse/Ex-Showroom/off the shelf	Excise Duty if any	Packing & Forwarding	Inland Transport, Insurance and costs incidental to Delivery	Incidental Services	Custom Duty	*Total Unit Price (Rs.) (excluding CMC, Turnkey & Taxes)
a	b	c	d	e	f	(a+b+c+d+e+f)

***Total Unit Price (Rs.) should be the same as mentioned in column 3 of the Annexure IX –A.**

Signature of the Bidder:

Name :

Date :

Place :

Seal

To be submitted in *Cover B – Price Bid*

ANNEXURE-IX C
(Refer Clause No. 4.1 & 8.16)

FORMAT - PRICE SCHEDULE

PRICE BREAKUP OF TURNKEY COST required for installation & commissioning

Sl.	Name of the Items of Turnkey (As mentioned under turnkey in Technical specification)	Make & Model (Wherever Applicable)	Unit Price (inclusive of Tax)	*Unit / Qty	Total Turnkey Cost (Rs.) (inclusive of Tax)
	(1)	(2)	(3)	(4)	(3) x (4)
1	Concreting and tiling (with material & labour) : (Rate to be quoted per Sq. Ft)			500 Sq. Ft	
2	False Ceiling (with material & labour) : (Rate to be quoted per Sq. Ft)			500 Sq. Ft	
3	Civil Construction work (with material & labour) (Rate to be quoted per Sq. Ft)			1000 Sq.Ft.	
4	Lead Window fitting & Furnishing (with material & labour)			1	
5	Lead Sheet Door fitting & Furnishing (with material & labour)			1	
6	Split type AC : 10 nos. of **2 Tons** of 5 star rating			10	
7	Digital Substraction Angiography (DSA) System			1	
8	Fire extinguisher, Alarm with Smoke detector			(Qty to be quoted as per safety norm for 500 Sq.ft.)	
9	Appropriate Rating online UPS			1	
10	Appropriate Rating Dedicated DG Set			1	
11	Cabling for console **including material & labour** to independent workstation and from electrical point to the machine and other cablings (Rate to be quoted per Running Meter)			50 Running Meter	
12	Post processing room Chairs : 10 nos.			10	

13	Doctors Executive Chair : 2 nos.			2	
14	Table for reporting(wood) : 2 nos.			2	
15	Any Other item(s) required for installation & commissioning				
				TOTAL (Rs.)	
	TOTAL (In Words) :				

Note :

Total Price of turnkey should be the same as mentioned in column 5 of the Annexure IX –A.

***The quantity / Unit of turnkey items mentioned above shall be taken into account for evaluation purpose only. However, payment shall be made based on the actual qty. / Sq. Ft. /Running Meter (as applicable) after measurement / inspection of the same.**

Signature of the Bidder:

Name :

Date :

Place :

Seal

ANNEXURES

(Agreement, Warranty and CMC Undertaking to be submitted at the time of award of contract)

ANNEXURE – X
(Refer clause no. 7.1.2)

AGREEMENT

THIS AGREEMENT IS MADE AT _____ THIS THE DAY OF _____ **2014**

BETWEEN

Name of the Supplier
with full address

Here in after called the "Supplier(s) _____" as 1st Party

AND

The C.D.M.O., _____ (*name of the District*)
Health & F.W. Department, GoO
Represented through the
_____ / **THE CONSIGNEE**
Hereinafter called the "PURCHASER" _____ as 2nd Party.

Relying on the documents and representation of facts connected to the issue of aforesaid parties to undertake the responsibilities of sell and purchase of following equipment(s) etc. with the terms & conditions hereinafter laid down.

And whereas the 2nd party "Purchaser(s)" is willing to purchase

Name of the Item:

Specifications: As per specifications laid down in the Tender terms & conditions

The Supplier(s) has agreed to sell the equipment(s) completed in all respects according to the Tender requirements and their / his offer dtd._____ and the Supplier(s) has also agreed to install to make them operative at the destination mentioned in the Tender document with the following descriptions and their cost mentioned against each.

Description of goods	Qty	Price	Total

The price / cost of the item also include the followings in addition to above.

1. Insurance
2. Freight
3. Transportation
4. Customs duty / Excise duty
5. Charges for documents, instructions manual, tools
6. F.O.R. at the destinations mentioned in the consignee list
7. Training to doctors & technicians.

8. Maintenance of the system includes all accessories supplied and their spare parts required during comprehensive warranty period of two year at free of cost from the date of successful installation and satisfactory functioning of the system at the site.
9. Installation and commissioning of the system by the Supplier's engineer at site.
10. Any other charges including loading & unloading, packing & forwarding etc. will be paid by the Supplier(s) till the completion of the installation and turnkey job if any.

CMC cost for next 5 (five) years after the warranty period shall be paid after completion of the warranty period (on a six monthly basis).

TERMS AND CONDITIONS:-

PRICE :

Only the price quoted by the Supplier(s) in his / their financial proposal will be the price for payment and no other price escalation will be allowed at any circumstances.

SUPPLY

The supply should be completed within 45 days from the date of issue of purchase order unless otherwise specified. If no supply is received even after 45 days or 73 days with liquidated damage from the date of issue of the purchase orders , such orders will stand cancelled automatically without further notice. Penalties shall also thereafter be applied to the tenderer as specified under Penalty. The approved firm shall also suffer forfeiture of the EMD and Performance Security Deposit.

LIQUIDATED DAMAGE :

The C.D.M.O. of the concerned district may allow extension for a maximum period of 4 (four) weeks (28 days), after the stipulated date of supply (i.e. 45 days) with a penalty of 0.5% which will be deducted from the purchase order value as "Liquidated Damage", for each week (7 days) of delay upto a maximum 2% on the value of the goods.

If the supplier fails to complete the supply within the extended period, i.e. 73 days after being allowed by the purchaser with LD, no further purchase order will be placed to the firm for the said item including forfeiture of the Performance security and the concerned firm will be blacklisted for two (2) years from the date of issue of letter for the said item.

TERMS FOR PAYMENT :-

A. The payment(s) shall be made by purchaser in Indian currencies. No advance payments towards cost of Instruments and Equipments etc. will be made to the tenderer. No payment will be made to the supplier if he has not deposited the unconditional performance security in shape of Bank draft/bank gurantee amounting to 10% of the purchase order value which will be deposited with the O/o of the concerned CDMO of the district.

90% of the cost of the equipment (excluding CMC Cost)+100% turnkey +100% tax shall be released to the supplier on receipt of stock entry certificate and installation certificate (that it is working) from the consignee. The remaining ten percent (10%) will be released after satisfactory

working certificate received from the consignee after 6 weeks of installation subject to submission of performance security (10% of P.O. Value).

B. Before release of payment the supplier has to submit the signed agreement, warranty documents of equipment and turnkey job to the consignee. The undertaking as per Annexure – XI & XII will also be submitted to the consignee with photocopies to the purchaser.

C. The payment of CMC will be made on six monthly basis after expiry of the warranty period and signing of the CMC agreement.

TURNKEY JOB:

The external power supply will be provided by the purchaser but the internal wiring and electrical fittings inside the room for installation & commissioning of the equipment and accessories will be provided by the supplier without any extra cost except mentioned in the price schedule (This cost is to be included in the cost of turnkey in the price schedule).

UP-TIME BALANCE :

The Supplier (s) shall provide guarantee 95% uptime i.e. 41610 (95% of 43800 Hours) during comprehensive warranty period. The up time guarantee will be 95% as calculated here under i.e. 8322 hours per annum.

1 year – 365 days (24 working hours per day)

Total working time per annum – 365 days x 24 hrs = 8760 hrs.
Up time guarantee - 0.95 x 8760 hrs. = 8322 hrs. per annum.
For 5 years warranty = 8322 x5 = 41610 Hours

Any uptime less that specified above will be compensated by the Supplier(s). The consignee shall maintain a log-book in the format provided by the Supplier(s) which will indicate usage of the equipment every day and for calculation of up-time.

DOWNTIME PENALTY CLAUSE:

During the Guarantee / warranty period, desired uptime will be 95% of 365 days (24 hour) if downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied. The vendor must undertake to supply all spares for optimal upkeep of the equipment for **FIVE YEARS** from the date of installation at the site. If accessories / other attachment of the system are procured from the third party, then the vendor must produce cost of accessory / other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the consignee if required.

In no case equipment should remain in non-working condition for more than 7 working days.

The manufacturers or their agents are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

COMPREHENSSIVE MAINTENANCE CONTRACT:

The supplier will provide CMC for 5 (five) years after the completion of 5 years comprehensive warranty period.

INSTALLATION AND DEMONSTRATION :

The installation and demonstration of the equipment shall be done by the Supplier(s) at free of cost at the installation site of the respective institutions.

TRAINING :

Supplier(s) shall impart adequate training to 2 doctors and 2 technicians at the site / his / their factory / workshop inside / outside India as the case may be at the Supplier(s) cost.

INCIDENTAL SERVICES :

The Supplier(s) shall abide by the terms and conditions under incidental services & the installation of Instrument / Equipment at the destination point (Door Delivery) of consignee and demonstrate the machine in working condition to the receiving authority.

Furnishing of tools required for assembly and / or maintenance of the supplied Instruments / Equipments.

Furnishing of detailed operations and maintenance manual literatures for each appropriate unit of supplied Goods.

Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of two (2) years i.e. the warranty period, provided that this service shall not relieve the Supplier of any warranty obligations under this contract.

The successful supplier shall replace any part or whole system as may be necessary in the event of damage during transit or found damaged on arrival or during installation of the system or if found not in conformity to the specifications at his / their own cost.

The tenderer should furnish an undertaking to the effect that he / they should take responsibility after sales service of the equipments / instruments to be supplied by him / them and to provide spare parts for up keeping the Equipments / Instruments for a minimum period of 10 years from the date of installation.

The price of the instruments / equipments is inclusive of warranty for a period of 5 (five) years commencing from the date of installation. The tenderers shall submit undertaking for C.M.C (Comprehensive Maintenance Cost) for a period of 5 (five) years from 6^{th} year onwards duly signed by authorised signatories for the execution at appropriate time (Annexure – X & XI).

SPARE PARTS :

The supplier will provide all the spare parts, repairing & maintenance by its trained personnel after the warranty period (3 years) during the CMC period.

COMPREHENSIVE WARRANTY :

This warranty shall remain valid for five (5) years from the date of installation & commissioning of the machine / item & must be submitted at the time of installation to the consignee with a photocopy to the purchaser.

The warranty will cover all the parts of the machine or item and any replacement or repair required within the warranty period will be provided by the supplier free of cost at the destination point (Installation point). The supplier will take back the replaced parts / goods at the time of their replacement. No claim whatsoever shall be on the purchaser for the replaced parts / goods thereafter. No traveling allowances or transportation cost will be paid by the purchaser during warranty period.

The Supplier warrants that the Goods supplied under this contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials (even if the advanced facilities are not mentioned in our product specification). The Supplier further warrants that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the place of final destination.

The Purchaser / consignee shall promptly notify the Supplier in writing / Fax / Telephone of any claims arising under this warranty.

Upon receipt of such notice, the Supplier shall with all responsible speed will repair or replace the defective goods or parts thereof without cost to the purchaser to maintain its UP TIME offered in the beginning of purchase otherwise penal provisions shall apply if the supplier fails to keep up its UP TIME.

If the Supplier, having been notified, fails to remedy the defect(s) within 10 days, the Purchaser may proceed to take such remedial action as may be necessary, like forfeiture of EMD or recovery from security deposit the amount of loss (which will be decided by C.D.M.O/C.M.O./Directors) incurred by the purchaser.

GOVERNING LANGUAGE :

The contract shall be written in English language. English language version of the contract shall govern its interpretation. All correspondences and other documents pertaining to the contract which are exchanged by the parties shall be written in English.

DELIVERY OF DOCUMENT :

Four (4) copies of the Supplier invoice / bills showing purchase order number, good's description, quantity, unit price, total amount with stock entry certificate by the consignee.

Photocopy of the Insurance Certificate if any (The Original Certificate is to be given to the Consignee).

Attested Photocopy of Manufacturer's / Supplier's warranty certificate. (The original warranty certificate is to be submitted to the consignee at installation point).

INSURANCE :

For delivery of goods at site, the insurance shall be obtained by the Supplier(s) in an amount equal to 110% of the value of goods from "Warehouse" (final destination) on "All Risks" basis including natural calamities.

PACKAGING :

The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packaging shall be sufficient to withstand without limitation rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and upon storage. All primary packaging containers which come in contact with the item should strictly protect the quality and integrity of the Instruments & Equipments. Packing case size and weights should be taken into consideration, in case of remoteness of final destination and the absence of heavy handling facilities at all points in transit.

The packaging marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight of the packages, the name of the supplier with a distinctive number of mark sufficient for purposes of identification. Each package shall contain:

i. a packaging note quoting the name of the purchaser
ii. the number and date of order
iii. nomenclature of the goods
iv. schedule of parts for each complete equipment giving part number with reference to assembly.
v. Name & address of the consignee
vi. Name & address of the supplier.

TERMS OF CONTRACT :

The C.D.M.O.(Districts) / Directors (Directorates) / Superintendents (as the case may be) will be at liberty to terminate the contract either wholly or in part without assigning any reason. The tenderers will not entitled to any compensation whatsoever in such terminations.

PENALTIES :

If the successful tenderer fails to execute the agreement and / or deposit the required security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposit deposited by him along with his tender shall stand forfeited and he will also be liable for all damages sustained by the C.D.M.O./ Directors/ Superintendents (as the case may be) by reasons of such breach, such as failure to supply / delayed supply including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the articles concerned. Such damages shall be assessed by the C.D.M.O. / Directors / Superintendents (as the case may be) whose decision is final & binding in the matter.

If any articles or things supplied by the tenderer have been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or are otherwise faulty or unfit for consumption / use & rusted then the contract price or prices of such articles on full will be recovered from the tenderer, if payment had already been made to him or the tenderer will not be entitled to any payment for that item & no further order will be given to him. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the C.D.M.O./ Directors/ Superintendents (as the case may be) and the tenderer

shall be liable for all losses sustained by the C.D.M.O./ Directors / Superintendents (as the case may be) in consequence of the termination which may be recovered from the Security Deposit made by the tenderer or other money due or become due to him.

Supply of sub-standard items or non - performance of tender terms & conditions will disqualify a firm to participate in the tender for the next five years.

ARBITRATIONS :

In the event of any dispute out of the contract, such dispute should be subject to the Jurisdiction of the Civil Court, Dist._____ or High Court, Odisha.

CHANGE OF TERMS AND CONDITIONS :

Any amendment to the terms & conditions and clauses of the agreement if required must be done in writing duly signed by the two parties.

IN WITNESS WHERE OF the parties herein to have set and subscribed their respective hands the day and year first herein above written.

Executed by Purchaser (s) / Consignee

Executed by Supplier(s)

In presence of (Witness)

In presence of (Witness)

ANNEXURE – XI

(Refer Clause No. 11.1 to 11.6, 13.1)

WARRANTY / GUARANTEE /CMC UNDERTAKING
(to be submitted on Rs.50/- stamp paper)

Tender ref. No. _____

Name of the equipment:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

I / we / M/s _____ _____

hereby declare that

i. I / we do Accept / Agree for the warranty / guarantee (5 years Warranty followed by 5 years CMC (Spares + Labour) as per this tender clause No. 11.1 to 11.6.
ii. I / we will not charge / quote any extra price on account of the above said warranty / guarantee.
iii. I / we do accept / agree to provide uptime guarantee 95% as per this tender clause No. 13.1.
iv. The 5 year comprehensive warranty is valid from dt._____ to dt._____.
v. The 5 year CMC is valid from dt._____ to dt._____.

Date:
Place:

Signature of the competent authority
on behalf of the company / firm.
Seal of the firm.

N.B: 1. To be attested by Notary Public

2. Only to be submitted by the approved supplier / tenderer to the consignee and a copy to the purchaser before release of payment.

ANNEXURE – XII

(Refer Clause No. 11.1 to 11.6 & 13.1)

UNDERTAKING

(to be submitted on Rs.50/- stamp paper)

Tender ref. No. _____

Name of the equipment:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

Sir,

I / we _____ hereby declare that

1. I / we am / are the manufacturers / authorized agents / distributors of _____ _____.
2. I / we do accept / agree for the all clauses including the warranty 5 years followed by 5 years CMC) and payment terms and conditions of this tender.
3. I / we do hereby confirm that the prices / rates quoted are fixed and are at par with the prices quoted by me / us to any other Govt. of India / Govt. of Odisha Hospitals / Medical Institutions. I / we also offer to supply the stores at the prices and rates not exceeding those mentioned in the price bid.
4. I / we agree to abide by my / our offer for a period of 365 days from the date of approval of the tender.
5. I / we have necessary infrastructure for the maintenance of the equipment and will provide all the accessories / spares as and when required.
6. I / we also declare that in case of change of Indian Agent or for any other change, merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee / warranty / maintenance of the machinery / equipment and have provided written confirmation for the same.

7. I / we shall provide assistance to the consignee in clearance and delivery of store at consignee's stores / premises.
8. The demurrage / storage charges, if any, payable to the customs department, due to non-receipt of required documents in time by the hospital / delay due to incorrect entries, mistakes to the documents etc. shall be borne by me / us.
9. I / we have carefully read and understood all the terms and conditions of the tender and shall abide by them.
10. I / we undertake to get the equipment's repaired within 48 hours of receiving of the complaint from the indenting hospital / consignee failing which a penalty @ 1% of the cost may be recovered from the performance security before releasing the same to us after 3 years warranty period.

Signature of the witness
Name & address

Signature of the Tenderer
Name & address

Dated

Seal of the firm.

N.B: 1. To be attested by Notary Public

2. Only to be submitted by the approved supplier / tenderer to the consignee and a copy to the purchaser before release of payment.